

Return this book on or before the
Latest Date stamped below. A
charge is made on all overdue
books.

University of Illinois Library

OCT 3 1952

LIBRARY
OF THE
UNIVERSITY OF MICHIGAN
JAN 1 1915

THE STANDARD DOCUMENTS OF THE AMERICAN INSTITUTE *of* ARCHITECTS



THE AMERICAN INSTITUTE OF ARCHITECTS ISSUES THE FOLLOWING STANDARD DOCUMENTS: A. FORM OF AGREEMENT, B. GENERAL CONDITIONS OF THE CONTRACT, C. BOND OF SURETYSHIP, D. AGREEMENT AND GENERAL CONDITIONS IN ONE, E. FORM OF SUBCONTRACT. THE DOCUMENTS ARE PUBLISHED AND FOR SALE BY THE INSTITUTE AT ITS HEAD-QUARTERS, THE OCTAGON, WASHINGTON, D. C. THOSE USING THESE FORMS SHOULD READ THE NOTES RELATIVE TO THEM PRINTED ON THIS COVER. THE STANDARD DOCUMENTS HAVE RECEIVED THE APPROVAL OF

[Here will be inserted the names of such National Associations of Builders, Plumbers, Painters, Heating, Electrical, etc., Contractors as may approve the documents.]

ADVANCE COPY.

After prolonged study and conference with various interests, the American Institute of Architects issues this draft of a second edition of its Standard Contract Documents and invites constructive criticism from architects and all who are connected with the building trades, whether acting as individuals or organizations. Those who intend to offer suggestions should read the "Notes on the Standard Documents" printed on the second and third pages of the cover.

Criticisms should be made in the form of amendments. It is useless to say that a certain Article is too long, too vague or too technical. Submit the very words you recommend as an improvement.

Criticisms should be sent in *duplicate* to the undersigned and to receive consideration must reach him not later than March 1, 1915.

Immediately after that date, all criticisms will receive careful consideration and a final draft will be issued April 1st as the new Standard Form.

It is not the intention of the Institute to continue the publication of the Uniform Contract, since all who have studied the subject are agreed that the requirements of modern practice have far outgrown the very restricted range of subjects treated in that document.

Additional copies can be had from E. C. Kemper, The Octagon, Washington, D. C.

FRANK MILES DAY,
Chairman of the Standing Committee on Contracts and Specifications,
925 Chestnut St., Philadelphia, Pa.

COPYRIGHT 1915 BY
THE AMERICAN INSTITUTE OF ARCHITECTS
THE OCTAGON, WASHINGTON, D. C.

NOTES ON THE STANDARD DOCUMENTS

THE CONSTRUCTION OF THE DOCUMENTS.

Drawings, Specifications, General Conditions and an Agreement are the necessary parts of a building contract. The Agreement is properly reserved for such matters as arise out of the bidding, are variable for each contract and are of a private nature such as price, payments and time of completion. There are, however, certain conditions common to almost all building contracts which though intimately related to the agreement are generally prefixed to the specifications where they come under the observation of the Owner, the Bidders and the Sub-bidders. Such conditions have as much bearing on the drawings as on the specifications and a still larger bearing on the relations of the contracting parties. They are, therefore, properly called the "General Conditions of the Contract." As the General Conditions when thus prefixed to the specifications, are already familiar to the contracting parties, their consideration does not obtrude itself at the moment when the only desire of Owner and Contractor is to execute the Agreement. As the Agreement, General Conditions, Drawings and Specifications are the constituent elements of the contract and are acknowledged as such in the Agreement, they are correctly termed the Contract Documents. Statements made in any one of them are just as binding as if made in the Agreement.

The Institute's forms although intended for use in actual practice should also be regarded as a code of reference representing the judgment of the Institute as to what constitutes good practice and as such they may be drawn upon by architects in improving their own forms. Although the forms are suited for use in connection with a single or general contract, they are equally applicable to an operation conducted under separate contracts.

NOTES ON THE AGREEMENT.

Payments.—When the system of monthly payments is adopted, the following form may be used in filling the final blank in Article 3 of the Agreement:

"On or about the day of each month, per cent of the value, proportionate to the amount of the Contract, of labor and materials incorporated in the work up to the first day of that month as estimated by the Architect, less the aggregate of previous payments. On the substantial completion of the entire work, a sum sufficient to increase the total payments to per cent of the value of the work, and days thereafter, provided the work be fully completed and the contract fully performed, the balance due under the Contract."

NOTES ON THE GENERAL CONDITIONS OF THE CONTRACT.

In some cases the Articles as printed do not include all necessary General Conditions of the Contract. The Architect will then add such others as he deems wise.

Many architects include in their General Conditions one or more of the subjects named below. Most of these are better placed in the specifications for the various trades; and others, though suited for inclusion in the General Conditions, are not always needed. These subjects are:

Watchmen, Heating during construction, Protection and care of trees and shrubs, Protective coverings in general, Vault permits, Sidewalks, Fences, Ladders, Temporary stairways, Scaffolding, Sheds, Sanitary conveniences, Offices and their furniture, Telephone, Temporary wiring and electric lights, Lanterns, Temporary enclosure from weather, Keeping building and

cellar free from water, Chases, Photographs, Checking by surveyor and his certificate, Contractor to work overtime if required, Insurance against lightning, wind storms, hail and earthquake, Contractor to keep the work in repair, Owner to furnish survey, Contractors to lay out the work, giving lines and levels, Bracing building during construction, Stoppage of work in freezing weather, etc.

Lien.—Owing to the diversity of the lien laws in the several States, it is impracticable to draft an article suited for use in all, but it is thought that Article 27, is of general applicability. In certain States, e. g., Pennsylvania and Illinois, in order that the Owner may be afforded all the protection allowed by law, it is necessary that the Agreement or General Conditions should contain such a clause as the following:

"Neither the Contractor nor any subcontractor, materialman, nor any other person shall file or maintain a lien, commonly called a mechanic's lien, for materials delivered for use in, or work done in, the performance of this contract, and the right to maintain such lien by any or all of the named parties is hereby expressly waived."

To this there ought, in fairness, to be added—

"except in the event of the failure or refusal of the Owner to pay the amount called for by any certificate of the Architect, within ten days of the date of its tender to the Owner for payment. Then, and in such case only, shall any of the above named parties have the right to file and maintain a mechanic's lien."

The need for extreme care in respect to lien laws is shown by the fact that in Pennsylvania even the above clause is invalid unless a copy of it be signed and filed with a certain official within a certain time.

Form of Arbitration.—As the laws relative to arbitration differ greatly in the several States, the Architect should carefully verify Article 41 as to its legality in the State in which the work is to be done.

Field of Arbitration.—The Conditions provide in Article 10 for general arbitration unless limitations be set elsewhere. The Architect who desires to limit the field of arbitration substantially to that of the first edition of the Standard Documents, should add a final article reading—

"FIELD OF ARBITRATION.—For the final sentence of Article 10 the following is substituted:

Any such decision shall be final and shall be a condition precedent to any right of legal action by either Owner or Contractor, save only that such decision upon any of the following points may be submitted to arbitration as provided in Article 41:

- Article 15. Value of uncorrected work,
- Article 16. Value of damage to other work,
- Article 22. Value of a change in the work,
- Article 23. Existence of an extra,
- Article 33. Extension of time,
- Article 34. Amount charged to Contractor."

Arbitration under Articles 19, 37 and 38 may take place without an antecedent decision of the Architect.

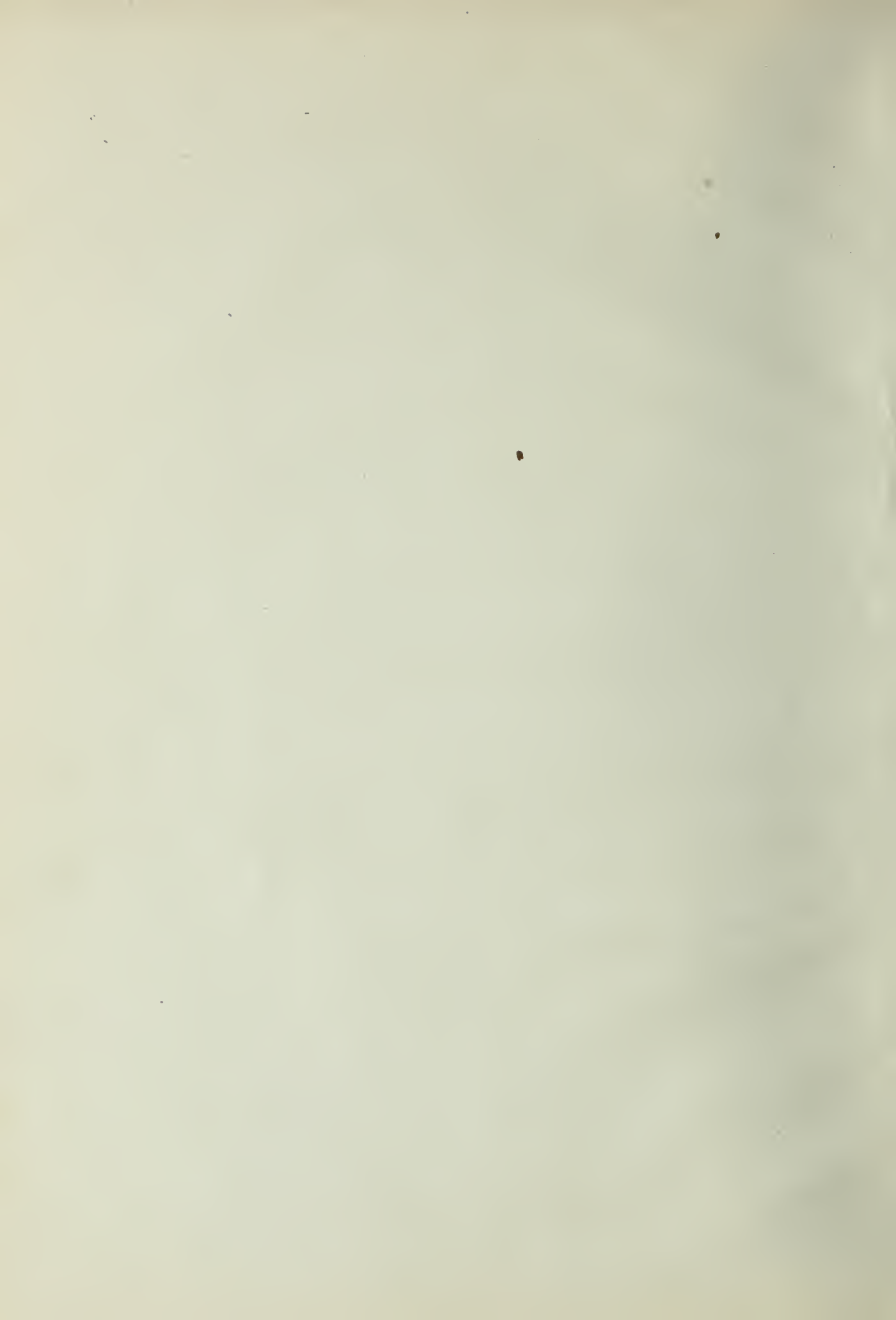
NOTES ON THE BOND OF SURETYSHIP.

The bond of Suretyship is drawn for use with either corporate or individual sureties. If a bond is to be given, this form, without additions or omissions, should be insisted upon as the forms drawn by surety companies do not usually afford the full measure of protection given by the Institute's form. Proper certification that those signing the bond have authority so to sign should accompany the bond.

Tentative Form

TITLE PAGE OF THE GENERAL CONDITIONS OF THE CONTRACT AND OF THE SPECIFICATIONS

[The Architect should here insert such a statement as the following: "Hereto attached will be found Instructions to Bidders, General Conditions of the Contract and Specifications for (insert the caption descriptive of the work as used in the Form of proposal and upon the Drawings, so arranged as to end with the Owner's name and address or legal title) hereinafter called the Owner which documents together with the drawings have been prepared by (insert name and address of Architect) hereinafter called the Architect." Then should follow an identification of the drawings and specifications by titles, numbers, pages, etc.]



THE GENERAL CONDITIONS OF THE CONTRACT

Standard Form of the American Institute of Architects

SECOND EDITION, COPYRIGHTED 1915, BY THE AMERICAN
INSTITUTE OF ARCHITECTS, THE OCTAGON, WASHINGTON, D. C.

Index to the Articles of the General Conditions

- | | | |
|--------------------------------------|--|--|
| 1. The Contract. | 16. Correction After Final Payment. | 30. Use of Premises. |
| 2. Intent of Documents. | 17. Protection of Work. Damage to Persons or Property. | 31. Cleaning up. |
| 3. Details and Instructions. | 18. Liability Insurance. | 32. Cutting, Patching and Digging |
| 4. Copies Furnished. | 19. Fire Insurance. — | 33. Delays. |
| 5. Shop Drawings. | 20. Guaranty Bonds. | 34. Owner's Right to Do Work. |
| 6. Drawings on the Work. | 21. Cash Allowances. | 35. Owner's Right to Terminate Contract. |
| 7. Ownership of Drawings. | 22. Changes in the Work. | 36. Contractor's Right to Stop Work or Terminate Contract. |
| 8. Samples. | 23. Claims for Extras. | 37. Damages. |
| 9. The Architect's Status. | 24. Applications for Payments. | 38. Mutual Responsibility of Contractors. |
| 10. The Architect's Decisions. | 25. Certificates and Payments. | 39. Separate Contracts. |
| 11. Foreman, Supervision. | 26. Payments Withheld. | 40. Sub-Contracts. |
| 12. Materials, Labor, Appliances. | 27. Liens. | 41. Arbitration. |
| 13. Inspection of Work. | 28. Permits and Regulations. | |
| 14. Correction Before Final Payment. | 29. Royalties and Patents. | |
| 15. Deductions for Uncorrected Work. | | |

In these General Conditions the Owner, the Contractor and the Architect are treated as if each were of the singular number and masculine gender. Where the words "written notice" or "notice in writing" are used, such notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at the last address of the said individual, firm or corporation known to him who gives the notice.

THE GENERAL CONDITIONS.

Art. 1. The Contract.—The Agreement, the General Conditions of the Contract, the Specifications and the Drawings form the Contract and they are hereinafter called the Contract Documents. They shall be signed in duplicate by the Owner and Contractor. In case of failure to sign them, the Architect shall identify them, without appeal. Neither party shall assign the contract without the written consent of the other.


Art. 2. Correlation and Intent of Documents.—The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all, except that no work of a sort not covered in the specifications by any heading, branch, class or trade thereof shall be required, even if shown on the drawings. The Documents are intended to include all the details of labor and material reasonably necessary for the proper execution of the work. If materials or workmanship are described in words which so applied have a technical or trade meaning, they shall be held to refer to recognized technical or trade standards.

When the words "approved," "approval," "equal to," "proper," "as directed," etc., are used, approval, direction, etc., by the Architect is understood. Figured dimensions take precedence over scale measurements and large scale over smaller scale.

All time limits stated in the Contract Documents are of the essence of the contract and remain valid unless waived in writing by the party entitled to take advantage of them.

Art. 3. Detail Drawings and Instructions.—The Architect shall furnish, with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom. The work shall be executed in conformity therewith and the Contractor shall do no work without proper drawings and instructions.

The Contractor, if required, shall prepare in consultation with the Architect a schedule fixing the latest dates at which the various detail drawings will be required, and the Architect will furnish them in accordance with that schedule, subject to change from time to time in accordance with the progress of the work.



Digitized by the Internet Archive
in 2017 with funding from
University of Illinois Urbana-Champaign Alternates

<https://archive.org/details/standarddocument00amer>

Art. 4. Copies Furnished.—In addition to the signed copies, the Architect will furnish to the Contractor, free of cost, two copies of the specifications, and two of each drawing, as well as all copies necessary for procuring official permits. Additional copies may be obtained at the cost of reproduction.

Art. 5. Shop Drawings.—The Contractor shall submit two copies of all shop drawings and schedules required for the work of the various trades and the Architect shall pass upon them with reasonable promptness. The Contractor shall make any corrections required by the Architect, file with him two corrected copies and furnish such copies as may be needed for the work. The Architect's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from drawings or specifications unless he has in writing called the Architect's attention to such deviations at the time of submission nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules.

Art. 6. Drawings and Specifications on the Work.—The Contractor shall keep one copy of all drawings and specifications on the work, in good order, available to the Architect and to his representatives.

Art. 7. Ownership of Drawings and Models.—All drawings, specifications and copies thereof furnished by the Architect are his property. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to him on completion of the work. All models are the property of the Owner.

Art. 8. Samples.—The Contractor shall furnish for approval all samples as required. The work shall be in strict accordance with approved samples.

Art. 9. The Architect's Status.—The Architect shall have general supervision and direction of the work. He is not the agent of the Owner except as provided in the contract document and when in special instances he is authorized by the Owner so to act, and in such instances he shall, upon request, show the Contractor written authority. He has authority to stop the work, whenever in his opinion such stoppage may be necessary to insure the proper execution of the Contract. In an emergency affecting the safety of life or of the structure or of adjoining property, the Architect is hereby empowered to act as the Owner's agent, and, if he so elects, to stop the work, to make such changes or to order such work, extra to the contract or otherwise, as may in his opinion be advisable.

In case of the termination of the employment of the Architect, the Owner shall appoint a capable and reputable Architect, whose status under the contract shall be that of the former Architect.

Art. 10. The Architect's Decisions.—The Architect shall make decisions on all claims of the Owner or Contractor and on all other matters relating to the progress of the work or the interpretation of the contract documents.

Except as may be otherwise especially provided in these General Conditions or as particularly set forth in the specifications, all the Architect's decisions are subject to arbitration.

Art. 11. Foreman, Supervision.—The Contractor shall keep on the work a competent general foreman and any necessary assistants, all satisfactory to the Architect. The general foreman shall not be changed except with the consent of the Architect. The foreman shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. On written request such directions shall be confirmed in writing to the Contractor.

The Contractor shall give efficient supervision to the work, using his best skill and attention. He shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Architect any error, inconsistency or omission which he may discover.

Art. 12. Materials, Labor, Appliances.—Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light and power necessary for the execution of the work.

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Art. 13. Inspection of Work.—The Owner, the Architect and their representatives shall at all times have access to the work wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection.

If the specifications, the Architect's instructions, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Architect timely notice of its readiness for inspection and the Architect shall promptly inspect it. If any such work should be covered up without approval or consent, it must, if required by the Architect, be uncovered for examination at the Contractor's expense.

Re-examination of questioned work may be ordered by the Architect and if found not in accordance with the Contract all expense of re-examination and replacement shall be borne by the Contractor, otherwise it shall be allowed as extra work.

Art. 14. Correction of Work Before Final Payment.—The Contractor shall promptly remove from the premises all materials, whether worked or unworked, and take down and remove all portions of the work condemned by the Architect as failing to conform to the Contract; and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within five days thereafter the Owner may, upon ten days' written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof.

Art. 15. Deductions for Uncorrected Work.—If the Architect deems it inexpedient to correct work injured or not done in accordance with the Contract, the difference in value together with a fair allowance for damage shall be determined by the Architect and deducted.

Art. 16. Correction of Work After Final Payment.—Neither the final certificate nor payment, nor any provision in the Contract Documents, shall relieve the Contractor of responsibility for negligence or faulty materials or workmanship within the extent and period provided by law and upon written notice he shall remedy any defects due thereto. The Architect shall decide all questions arising under this Article, and if he shall decide that damage to other work has resulted from such defect he shall certify to its amount and the Contractor shall pay the Owner the sum so certified.

Art. 17. Protection of Work. Damage to Persons or Property.—The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's and adjacent property from injury arising in connection with this Contract. He shall make good any such damage or injury, except such as may be directly due to errors in the contract documents.

In addition to the liability imposed by law upon the Contractor on account of bodily injury or death suffered through the Contractor's negligence, which liability is not impaired or otherwise affected hereby, the Contractor hereby assumes, in cases not embraced within such legal liability, the obligation to save the owner harmless and indemnify him from every expense, liability or payment, by reason of any injury to any person or persons, including death, suffered through any act or omission of the Contractor or any Subcontractor, or anyone directly or indirectly employed by either of them, in the prosecution of any work included in this contract.

Art. 18. Liability Insurance.—The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. Certificates of such insurance shall be filed with the Owner, if he so require, and shall be subject to his approval for adequacy of protection. The Owner shall be responsible for his own contingent liability.

Art. 19. Fire Insurance.—The Owner shall effect and maintain fire insurance upon the entire structure on which the work of this contract is to be done, and upon all materials, tools and appliances in or adjacent thereto and intended for use thereon, to at least eighty per cent of the value thereof. The loss, if any, is to be made adjustable with and payable to the Owner as Trustee for whom it may concern.

All policies shall be open to inspection by the Contractor. If the Owner fails to shown them on request or if he fails to effect or maintain insurance as above, the Contractor may insure his own interest and charge the cost thereof to the Owner. If the Contractor is damaged by failure of the Owner to maintain such insurance, he may recover under Art. 37, provided he shall have kept the Owner informed of the value of his interest.

If required, the Owner as Trustee shall, upon the occurrence of loss, give bond for the proper performance of his duties. He shall deposit any money received from insurance in an account separate from all his other funds and he shall distribute it in accordance with such agreement as the parties in interest may reach, or under an award of arbitrators appointed, one by the Owner, another by joint action of the other parties in interest, all other procedure being in accordance with Art. 43.

If after loss no special agreement is made, replacement of injured work shall be ordered under Art. 22.

Art. 20. Guaranty Bonds.—The Owner shall have the right to require the Contractor to give bond covering the faithful performance of the contract in such form and with such sureties as the Owner may prescribe. If such bond is required by instructions given previous to the receipt of bids, the premium shall be paid by the Contractor, if subsequent thereto, it shall be paid by the Owner.

Art. 21. Cash Allowances.—The Contractor shall include in the contract price all allowances named in the Contract Documents, and shall cause the work so covered to be done by such contractors and for such sums as the Architect may direct, the contract sum being adjusted in conformity therewith but without additional charge or profit. The Contractor shall not be required to employ for any such work a sub-contractor against whom he has a reasonable objection

Art. 22. Changes in the Work.—The owner, without invalidating the contract, may make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any extension of time caused thereby shall be adjusted at the time of ordering such change.

Except as provided in Article 9 no change shall be made unless in pursuance of a written order from the Owner signed or countersigned by the Architect, and no claim for an addition to the contract sum shall be valid unless so ordered.

If the value, or method of ascertaining the value, of such a change is not determined by mutual agreement, the Contractor, provided he receive an order in writing from the Owner signed or countersigned by the Architect, shall proceed with the work leaving its value to be determined by the Architect. No appeal to arbitration shall be allowed from such order to proceed. In such case the Contractor shall keep and present, in such form as the Architect may direct, a correct account of the net cost of labor and materials, together with vouchers. Pending final determination of value, payments on account of changes shall be made on the Architect's certificate.

Art. 23. Claims for Extras.—If the Contractor claims that any instructions, by drawings or otherwise, involve extra cost under this contract, he shall give the Architect written notice thereof before proceeding to execute the work, and within two weeks of receiving such instructions and the procedure shall then be as provided in the last paragraph of Art. 22. No such claim shall be valid unless so made.

Art. 24. Applications for Payments.—Before making application for the first payment the Contractor shall, if required, furnish the Architect a schedule of values of the various parts of the work, divided as the Architect may direct, aggregating the total sum of the contract; and if required he shall submit evidence supporting this schedule. This schedule when approved by the Architect shall be used as a basis for certificates of payment unless it be found to be in error.

The Contractor shall submit to the Architect an application for each payment, and shall if required, submit therewith an itemized statement of the quantities and value of labor and materials incorporated in the work, to the termination of the period to be covered by the payment. If the above named schedule has been prepared such statement shall be subdivided in accordance therewith. If payments are made on valuation of work done, such application shall be submitted at least ten days before each payment falls due.

The Contractor shall, if required, furnish satisfactory evidence as to his disbursements to sub-contractors or for materials and labor.

Art. 25. Certificates and Payments.—If the Contractor has applied as above, the Architect shall, not later than the date when each payment falls due, issue to the Contractor a certificate for such amount as he decides to be properly due.

No certificate issued and no payment made to the Contractor, or partial or entire use or occupancy of the work by the Owner shall be an acceptance of any work or materials not in accordance with this contract. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, otherwise than under Articles 16 and 27 of these conditions or under requirement of the specifications, and by the Contractor excepting those previously made and still unsettled.

Should the Owner fail to pay the sum named in any certificate of the Architect or in any award by arbitration, upon demand when due, the Contractor shall receive, in addition to the sum named in the certificate, interest thereon at the legal rate in force at the place of building.

Art. 26. Payments Withheld.—The Architect may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate for payment to protect the Owner from loss on account of:

- (1) Defective work not remedied.
- (2) Claims filed, or reasonable evidence indicating probable filing of claims.
- (3) Failure of the Contractor to make payments properly to sub-contractors or for material or labor.
- (4) A reasonable doubt that the contract can be completed for the balance then unpaid.

When all the above grounds are removed certificates shall at once be issued for amounts withheld because of them.

Art. 27. Liens.—The final payment shall not become due until the Contractor if required shall deliver to the Owner a complete release of all liens arising out of this contract, but the Contractor may in lieu of such release, furnish a bond satisfactory to the Owner, to indemnify him against any claim by lien or otherwise. If any lien or claim remain unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien or claim.

Art. 28. Permits and Regulations.—The Contractor shall obtain and pay for all permits and licenses, but not permanent easements, and shall give all notices, pay all fees, and comply with all laws, ordinances, rules and regulations bearing on the work. If the drawings and specifications are at variance therewith, the Contractor shall notify the Architect in writing before the work is performed, and the value of any necessary changes shall be adjusted under Art. 22. If the Contractor shall do any work contrary to such laws, ordinances, rules, and regulations without such notice, he shall bear all costs arising therefrom.

Art. 29. Royalties and Patents.—The Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any patent rights by the Contractor or any sub-contractor or anyone employed by him or them and shall save the Owner harmless from loss on account thereof.

Art. 30. Use of Premises.—The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the Architect, and shall not encumber the premises with his materials.

The Contractor shall not load any part of the structure with a weight that will endanger its safety.

The Contractor shall enforce the Architect's instructions regarding signs, advertisements, fires and smoking.

Art. 31. Cleaning Up.—The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work, and at the completion of the work he shall remove all his rubbish from and about the building, and all his tools, scaffolding and surplus materials, and shall leave his work cleaned and ready for use. In case of dispute the Owner may remove the rubbish and charge the cost to the several contractors as the Architect shall determine to be just.

Art. 32. Cutting, Patching and Digging.—The Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors, shown upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and he shall make good after them, as the Architect may direct.

Any cost caused by defective or ill-timed work shall be borne by the party responsible therefor.

The Contractor shall not endanger any work by cutting, digging or otherwise, and shall not cut or alter the work of any other contractor, save with the consent of the Architect.

Art. 33. Delays.—If the Contractor is delayed in the completion of the work by any act or neglect of the Owner or the Architect, or of any employee of either, or by any other contractor employed by the Owner, or by changes ordered in the work, or by strikes, lockouts or other causes reasonably beyond the Contractor's control, or by fire or other unavoidable casualties, or by delay authorized by the Architect pending arbitration, or by any other cause which the Architect shall decide to justify the delay, then the time of completion shall be extended for such time as the Architect decides to be reasonable.

No such extension shall be made for delay occurring more than three days before claim therefor is made in writing to the Architect. In the case of a continuing cause of delay, only one claim is necessary.

If no schedule is made under Art. 3, no claim for delay shall be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

Art. 34. Owner's Right to Do Work.—If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner, after three days' written notice to the Contractor, may remedy such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor; provided, however, that the Architect shall approve both such action and the amount charged to the Contractor.

Art. 35. Owner's Right to Terminate Contract.—If the Contractor should be adjudged a bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should, except in cases recited in Article 33, persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors, or for material or labor, or persistently disregard laws, ordinances or the instructions of the Architect, or otherwise be guilty of a substantial violation of any provision of the contract, then the Owner, upon the certificate of the Architect that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, and after giving the Contractor seven days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon, and finish the work. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation to the Architect for his additional services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Architect.

Art. 36. Contractor's Right to Stop Work or Terminate Contract.—If the work should be stopped under an order of any court, for a period of three months, through no act or fault of the Contractor or of any one employed by him, or if the Owner should fail to pay to the Contractor when due any sum certified by the Architect or awarded by arbitrators, then the Contractor may, upon seven days' written notice to the Owner and the Architect, stop work or terminate this contract and recover from the Owner payment for all work executed, and any loss sustained upon any plant or material, and reasonable profit and damages.

Art. 37. Damages.—If either party to this contract should suffer damage, except as provided in Art. 38, because of any act or neglect of the other party or of any one employed by him, then he shall be reimbursed by the other party for such damage.

No one shall be held responsible for delays or damages due to fires, unavoidable casualties strikes, lockouts or other causes reasonably beyond control.

Claims under this clause shall be made in writing to the party liable within a reasonable time of the first possible observance of such damage and not later than the time of final payment, except in case of claims under Article 16, and shall be adjusted by agreement or arbitration.

Art. 38. Mutual Responsibility of Contractors.—Should the Contractor or any person employed by him cause damage to, or be damaged by, any other contractor employed by the Owner on the work, the Contractor agrees, upon due notice, to settle with the other contractor for such damage by agreement or arbitration, if the other contractor so agrees. If the other contractor sues the Owner, the Owner shall notify the Contractor, who shall at his own expense defend such proceedings, and if any judgment against the Owner arise therefrom the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

Art. 39. Separate Contracts.—The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Architect any defects in such work that render it unsuitable for such proper execution and results.

To insure the proper execution of his subsequent work the Contractor shall measure work already in place and shall at once report to the Architect any discrepancy between the executed work and the drawings.

Art. 40. Subcontracts.—The Contractor shall notify the Architect in writing of the names of subcontractors proposed for the principal parts of the work and for such others as the Architect may direct and shall not employ any that the Architect may within a reasonable time object to as incompetent or unfit.

If required, a list of subcontractors shall be submitted prior to signing the Agreement and any change affecting the contract sum required therein after signing the Agreement shall be paid for or credited as a change in the contract.

The Contractor agrees to be fully responsible to the Owner for the acts or omissions of his subcontractors and of anyone employed either directly or indirectly by him or them. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner. The Contractor, wherever practicable, shall bind his subcontractors to himself by the terms of these Contract Documents as far as they are applicable.

Art. 41. Arbitration.—Subject to the provisions of Article 10 all questions in dispute under this contract shall be submitted to arbitration at the choice of either party to the dispute.

The demand for arbitration shall be filed in writing with the Architect, in the case of an appeal from his decision within ten days of its receipt and in any other case within a reasonable time after cause thereof and in no case later than the time of final payment, except as to questions arising under Article 16. *Clause No 2 1*

The parties may agree upon one arbitrator; otherwise there shall be three, one named in writing by each party and the third chosen by these two arbitrators, or if they fail to select a third within ten days he shall be chosen by the Architect. Should the party demanding arbitration fail to name an arbitrator within ten days of his demand, his right to arbitration shall lapse. Should the other party fail to choose an arbitrator within such ten days, the Architect shall appoint such arbitrator. Should either party refuse or neglect to supply the arbitrators with any papers or information demanded in writing, the arbitrators are empowered by both parties to take ex parte proceedings.

The arbitrators shall act with promptness. The decision of any two shall be binding on all parties to the dispute. The decision of the arbitrators upon any question subject to arbitration under this contract shall be a condition precedent to any right of legal action.

The arbitrators, if they deem that the case demands it, are authorized to award to the party whose contention is sustained such sums as they shall deem proper for the time, expense and trouble incident to the appeal, and, if the appeal was taken without reasonable cause, damages for delay. The arbitrators shall assess the costs and charges of the arbitration upon either or both parties.

The award of the arbitrators must be in writing and, if in writing, shall not be open to objection on account of the form of the proceedings or the award.

THE STANDARD FORM OF BOND OF THE AMERICAN
INSTITUTE OF ARCHITECTS

SECOND EDITION, COPYRIGHTED 1915 BY THE AMERICAN
INSTITUTE OF ARCHITECTS, THE OCTAGON, WASHINGTON, D. C.

KNOW ALL MEN BY THESE PRESENTS: That we (Here insert the name and address)
(or legal title of the Contractor.)

.....
.....

hereinafter called the Principal, and (Here insert the name and address or
legal title of one or more sureties.)

.....
.....

and

.....
.....

and

.....
hereinafter called the Surety or Sureties are held and firmly bound unto

(Here insert the name and address or legal title of the Owner.)

.....
.....

hereinafter called the Owner, in the sum of

..... (\$.....)

for the payment whereof the Principal and the Surety or Sureties bind themselves,
their heirs, executors, administrators, successors and assigns, jointly and severally,
firmly, by these presents.

Whereas, the Principal has, by means of a written Agreement, dated.....

..... entered into a contract with the Owner for

.....
.....

.....
a copy of which Agreement is hereto annexed;

Now, Therefore, the Condition of this Obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands incurred for the same, and fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure so to do, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Provided, however, that no suit, action or proceeding by reason of any default shall be brought on this Bond after.....months from the day on which the final payment under the Contract is made; and that service of writ or process commencing any such suit, action or proceeding shall not be made after such date.

And Provided, that any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety or Sureties, or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety or Sureties of any such alteration, extension or forbearance being hereby waived.

Signed and Sealed this.....day of.....19.....

In Presence of

.....	..... (SEAL)
.....
.....	..... (SEAL)
.....
.....	..... (SEAL)
.....
.....	..... (SEAL)

THE STANDARD FORM OF SUBCONTRACT

FOR USE IN CONNECTION WITH THE GENERAL CONDITIONS OF THE CONTRACT AS ISSUED BY THE AMERICAN INSTITUTE OF ARCHITECTS. COPYRIGHT, 1915, BY THE AMERICAN INSTITUTE OF ARCHITECTS :: :: THE OCTAGON, WASHINGTON, D. C.

THIS AGREEMENT, made this..... day of..... 19.. by and between..... hereinafter called the Subcontractor and..... hereinafter called the Contractor.

WITNESSETH, That the Subcontractor and Contractor for the considerations hereinafter named agree as follows:

First.—The Subcontractor agrees to furnish all material and perform all work as described in the second article hereof for [Here name the kind of building.] for..... hereinafter called the Owner, at..... in accordance with the General Conditions of the Contract between the Owner and the Contractor, printed herewith, and in accordance with the Drawings and the Specifications prepared by..... hereinafter called the Architect, all of which General Conditions, Drawings and Specifications, identified by the signatures of the parties hereto, form a part of a Contract between the Contractor and the Owner dated....., 19..... and hereby become a part of this Contract.

Second.—The Subcontractor and the Contractor agree that the materials to be furnished and work to be done by the Subcontractor are [Here insert a precise description of the work, preferably by reference to the numbers of the Drawings and the pages of the Specifications.]

Third.—The Subcontractor agrees, in so far as the work herein sublet is concerned, (a) To be bound to the Contractor by the terms of the General Conditions, Drawings and Specifications, and to assume towards him all the obligations and responsibilities that he, by those documents, assumes towards the Owner. (b) To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment under Article 24 of the General Conditions. (c) To make all claims for extras, for extensions of time and for damages for delay or otherwise, to the Contractor in the manner provided in the General Conditions for like claims by the Contractor upon the Owner, except that the time for making claim for extra cost as under Article 23 is one week. (d) To complete the several portions and the whole of the work herein sublet by the time or times following: [Here insert the date or dates and if there be liquidated damages state them.]

Now, **Therefore**, the Condition of this Obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands incurred for the same, and fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure so to do, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Provided, however, that no suit, action or proceeding by reason of any default shall be brought on this Bond after.....months from the day on which the final payment under the Contract is made; and that service of writ or process commencing any such suit, action or proceeding shall not be made after such date.

And Provided, that any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety or Sureties, or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety or Sureties of any such alteration, extension or forbearance being hereby waived.

Signed and Sealed this.....day of.....19.....

In Presence of

.....	..... (SEAL)
.....
.....	..... (SEAL)
.....
.....	..... (SEAL)
.....
.....	..... (SEAL)

THE STANDARD FORM OF SUBCONTRACT

FOR USE IN CONNECTION WITH THE GENERAL CONDITIONS OF THE CONTRACT AS ISSUED BY THE AMERICAN INSTITUTE OF ARCHITECTS. COPYRIGHT, 1915, BY THE AMERICAN INSTITUTE OF ARCHITECTS :: :: THE OCTAGON, WASHINGTON, D. C.

THIS AGREEMENT, made this.....day of.....19.....
by and between.....hereinafter called
the Subcontractor and.....
hereinafter called the Contractor.

WITNESSETH, That the Subcontractor and Contractor for the considerations hereinafter named agree as follows:

First.—The Subcontractor agrees to furnish all material and perform all work as described in the second article hereof for [Here name the kind of building.]
.....
.....
for.....
hereinafter called the Owner, at.....
in accordance with the General Conditions of the Contract between the Owner and the Contractor, printed herewith, and in accordance with the Drawings and the Specifications prepared by.....
....., hereinafter called the Architect, all of which General Conditions, Drawings and Specifications, identified by the signatures of the parties hereto, form a part of a Contract between the Contractor and the Owner dated....., 19..... and hereby become a part of this Contract.

Second.—The Subcontractor and the Contractor agree that the materials to be furnished and work to be done by the Subcontractor are [Here insert a precise description of the work, preferably by reference to the numbers of the Drawings and the pages of the Specifications.]
.....
.....
.....
.....
.....
.....
.....
.....

Third.—The Subcontractor agrees, in so far as the work herein sublet is concerned,
(a) To be bound to the Contractor by the terms of the General Conditions, Drawings and Specifications, and to assume towards him all the obligations and responsibilities that he, by those documents, assumes towards the Owner.
(b) To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment under Article 24 of the General Conditions.
(c) To make all claims for extras, for extensions of time and for damages for delay or otherwise, to the Contractor in the manner provided in the General Conditions for like claims by the Contractor upon the Owner, except that the time for making claim for extra cost as under Article 23 is one week.
(d) To complete the several portions and the whole of the work herein sublet by the time or times following: [Here insert the date or dates and if there be liquidated damages state them.]
.....
.....
.....
.....
.....
.....
.....
.....

Fourth.—The Contractor agrees to pay the Subcontractor for the performance of his work the sum of

in current funds, subject to additions and deductions for changes as may be agreed upon, and to make payments on account thereof as follows:

Fifth.—The Contractor agrees:

- (a) To be bound to the Subcontractor by the terms of the General Conditions, Drawings and Specifications, so far as applicable to their relations.
- (b) To pay the Subcontractor a just share of any money received by him, the Contractor, under Article 19 of the General Conditions.
- (c) To give the Subcontractor an opportunity to be present and submit evidence in any arbitration involving his rights and to name one arbitrator in any controversy solely between the Subcontractor and any contractor or sub-contractor.

Sixth.—

In presence of

Subcontractor.

Contractor.

Finally.—The Subcontractor and Contractor, for themselves, their heirs, successors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF they have hereunto set their hands the day and date first above written.

THE GENERAL CONDITIONS OF THE CONTRACT BETWEEN THE OWNER AND THE CONTRACTOR. SECOND EDITION OF THE STANDARD FORM. COPYRIGHTED, 1915, BY THE AMERICAN INSTITUTE OF ARCHITECTS, THE OCTAGON, WASHINGTON, D. C.

[HERE WILL FOLLOW THE GENERAL CON-]
[DITIONS OF CONTRACT IN SMALL TYPE]

Tentative Form

THE STANDARD FORM OF AGREEMENT BETWEEN
CONTRACTOR AND OWNER

ISSUED BY THE AMERICAN INSTITUTE OF ARCHITECTS

SECOND EDITION, COPYRIGHTED 1915 BY THE AMERICAN INSTITUTE OF ARCHITECTS,
THE OCTAGON, WASHINGTON, D. C. THIS FORM IS TO BE USED ONLY WITH THE
STANDARD GENERAL CONDITIONS OF THE CONTRACT. IN IT OWNER, CONTRACTOR AND
ARCHITECT ARE TREATED AS OF THE SINGULAR NUMBER AND MASCULINE GENDER

THIS AGREEMENT made the..... day of.....
..... in the year Nineteen Hundred and.....

by and between.....
.....

hereinafter called the Contractor, and.....
.....

..... hereinafter called the Owner,

WITNESSETH, that the Contractor and the Owner for the considerations
hereinafter named agree as follows:

Article 1. The Contractor agrees to provide all the materials and to perform all
the work shown on the Drawings and described in the Specifications entitled
(Here insert the caption descriptive of the work as used in the Proposal, General Conditions, Specifications, and upon the Drawings.)

.....
.....
.....
.....
.....
.....
.....
.....

prepared by.....
.....

.....
acting as, and in these Contract Documents entitled the Architect, and to do
everything required by the General Conditions of the Contract, the Specifications
and the Drawings.

Article 2. The Contractor agrees that the work under this Contract shall be substantially completed and ready for acceptance

Article 3. The Owner agrees to pay the Contractor in current funds for the performance of the Contract

..... (\$.....) subject
to additions and deductions as provided in the General Conditions of the Contract and to make payments on account thereof on the certificates of the Architect, as follows:

Article 4. The Contractor and the Owner agree that the General Conditions of the Contract, the Specifications and the Drawings, together with this Agreement, form the Contract, and that they are as fully a part of the Contract as if hereto attached or herein repeated; and that the following is an exact enumeration of the Specifications and Drawings:

(TOTAL) _____

(SEAL)-----

In Presence of

IN WITNESS WHEREOF they have hereunto set their hands and seals, the day and year first above written.

The Contractor and the Owner for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants herein contained.

THE STANDARD FORM OF AGREEMENT BETWEEN
CONTRACTOR AND OWNER

COMBINED WITH

THE GENERAL CONDITIONS OF THE CONTRACT

SECOND EDITION, COPYRIGHTED 1915 BY THE AMERICAN INSTITUTE OF ARCHITECTS,
THE OCTAGON, WASHINGTON, D. C. IN THIS FORM THE OWNER, CONTRACTOR AND
ARCHITECT ARE TREATED AS OF THE SINGULAR NUMBER AND MASCULINE GENDER

THIS AGREEMENT made the..... day of
..... in the year Nineteen Hundred and
by and between.....
.....
hereinafter called the Contractor, and.....

..... hereinafter called the Owner,
WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named
agree as follows:

Article 1. The Contractor agrees to provide all the materials and to perform all the work shown
on the Drawings and described in the Specifications entitled:
(Here insert the caption descriptive of the work as used in the Proposal, General Conditions, Specifications, and upon the Drawings.)

.....
.....
.....
.....

prepared by.....
.....

acting as, and in these Contract Documents entitled the Architect, and to do everything required
by the General Conditions of the contract printed herewith, the Specifications and the Drawings.

Article 2. The Contractor agrees that the work under this Contract shall be substantially com-
pleted and ready for acceptance

.....
.....
.....

Article 3. The Owner agrees to pay the Contractor in current funds for the performance of the
Contract

..... (\$.....) subject
to additions and deductions as provided in the General Conditions of the Contract and to make
payments on account thereof on the certificates of the Architect, as follows:

.....
.....
.....
.....

Article 4. The Contractor and the Owner agree that the General Conditions of the Contract printed herewith, the Specifications and the Drawings, together with this Agreement, form the Contract, and that they are all as fully a part of the Contract as if hereto attached or herein repeated; and that the following is an exact enumeration of the Specifications and Drawings:

The Contractor and the Owner for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF they have hereunto set their hands and seals, the day and year first above written.

In Presence of

-----	}	-----
(SEAL)		-----
-----	}	-----
(SEAL)		-----

THE GENERAL CONDITIONS OF THE CONTRACT BETWEEN THE OWNER AND THE CONTRACTOR

[HERE WILL FOLLOW THE GENERAL CON-]
[DITIONS OF CONTRACT IN SMALL TYPE]

AUTHORITY TO EXECUTE A CONTRACT OR BOND.

When the Contractor, the Owner or the Surety is a corporation, it is important that any Agreement or Bond executed by such corporation should be accompanied by a certificate, such as the following, showing that power so to sign is duly vested in those signing:

"At a meeting of the Board of Directors of the
.....duly notified and held in
on....., 19....., a quorum being present it was

VOTED: That.....the.....
be and he is hereby authorized and directed in the name and
behalf of this Corporation, and under its corporate seal, to
execute and deliver a contract with
.....for a.....at
.....for the sum of \$.....;
said contract to be in such form and subject to such condi-
tions as said.....shall see fit.
And said.....is hereby further
authorized and directed in the name and behalf of this
Corporation and under its corporate seal, to execute and
deliver to said Owner any bond or bonds he may see fit for
the performance of said contract by this Corporation.

A True Copy.

Attest:Secretary

The same form, with omission of last sentence, applies to the Owner.

THE DEVELOPMENT OF THE STANDARD DOCUMENTS.

In the year 1887 the American Institute of Architects, the Western Association of Architects and the National Association of Builders thinking it desirable to establish better practice in the matter of building contracts, undertook the preparation of a form of contract satisfactory to all. Under the name of "The Uniform Contract" this form attained wide acceptance and has been long in use.

About the year 1907 feeling that practice had advanced to a point no longer fully reflected by the Uniform Contract, the Institute undertook a general study of the subject with a view to developing a form of contract clear in thought, equitable, applicable to work of almost all classes, binding in law and a standard of good practice.

The work was entrusted to the Standing Committee on Contracts and Specifications who spent four years on it, studying the Uniform Contract and forms in use by some thirty well known architects, submitted various drafts for criticism to the Chapters of the Institute and to engineers, contractors and architects throughout the country.

NOTES ON THE INVITATION TO BID, INSTRUCTIONS TO BIDDERS AND FORM OF PROPOSAL.

The Institute formerly issued the above named forms which contain much of value. Experience, however, showed that they had to be adapted to specific cases. They are, therefore, reproduced here so that Architects may draw from them whatever they deem useful.

FORM OF INVITATION TO SUBMIT A PROPOSAL.

Dear Sir: You are invited to submit a proposal for
.....Drawings, Specifications and other
information may be procured from this office on and
after..... All documents must be re-
turned to this office not later than

To be entitled to consideration the proposal must be made upon the form provided by the Architect, which

The documents were prepared under the advice of Francis Fisher Kane, Esq., Counsel for the Institute and Ernest Eidlitz, Esq., and with the able and careful criticism of Prof. Samuel Williston of the Harvard Law School and with the assistance of James W. Pryor, Esq., in their editing. The Institute gave its approval to the work in 1911.

The Standing Committee on Contracts and Specifications during the preparation of the first edition of the Standard Forms consisted of Grosvenor Atterbury, Chairman; Allen B. Pond, Secretary; Frank Miles Day, William A. Boring, Frank C. Baldwin, Frank W. Ferguson, Alfred Stone and G. L. Heins.

Criticisms of the first edition of the Documents were invited by the Institute and during the year 1913, a group of architects and builders in Boston known as the Joint Committee of the Boston Society of Architects and of the Master Builders' Association gave much sincere study to the subject. At the same time the National Association of Builders' Exchanges offered a detailed criticism of the documents.

In 1914 the Institute instructed its Standing Committee on Contracts and Specifications to undertake a general revision with a view to making the Conditions briefer, simpler in wording and more acceptable to contractors. The Committee was empowered to hold conferences with organizations so desiring. Subcommittees for the territory of the several Chapters of the Institute were appointed and collaborated with the Standing Committee.

The Boston group presented its ideas in the form of an entirely new draft which proved of high value and its Chairman, Mr. W. Stanley Parker, was present with the Standing Committee at nearly all its meetings. The Committee had a joint meeting with representatives of the National Association of Builders' Exchanges and thereafter the Counsel of the Association, Wm. B. King, Esq., and the Counsel of the Institute, Louis Barcroft Runk, Esq., collaborated most effectively with the Committee.

The General Conditions were entirely rewritten and in response to the strong desire of builders, the field of arbitration was widened.

After much study, conference and criticism, a draft of the second edition was approved by the Board of Directors of the Institute, January 16, 1915, and is now issued for general criticism.

During the revision of the documents, the Standing Committee on Contracts and Specifications consisted of Allen B. Pond, Sullivan W. Jones, Clarence A. Martin, Norman Isham, Octavius Morgan, Thomas Nolan, A. O. Elzner, M. B. Medary, Jr., Jos. Evans Sperry, Frank W. Ferguson, Frank Miles Day, Chairman.

must be fully completed in accordance with the accompanying "Instructions to Bidders" and must be delivered to this office not later than.....

Very truly yours,

.....Architect.

FORM OF INSTRUCTIONS TO BIDDERS.

Proposals to be entitled to consideration, must be made in accordance with the following instructions:

Proposals shall be made upon the form accompanying these instructions, and all blank spaces in the form shall be fully filled; numbers shall be stated both in writing and in figures; the signature shall be in long

hand; and the completed form shall be without interlineation, alteration or erasure.

Proposals shall not contain any recapitulation of the work to be done. No oral, telegraphic or telephonic proposals or modifications will be considered.

Proposals shall be addressed to the Owner, in care of the Architect, and shall be delivered to the Architect enclosed in an opaque sealed envelope addressed to him, marked "Proposal" and bearing the title of the work and the name of the Bidder.

Should a bidder find discrepancies in, or omissions from the drawings or documents, or should he be in doubt as to their meaning, he should at once notify the Architect, who will send a written instruction to all bidders. Neither Owner nor Architect will be responsible for any oral instructions.

Before submitting a proposal, bidders should carefully examine the drawings and specifications, visit the site or work, fully inform themselves as to all existing conditions and limitations and shall include in the Proposal a sum to cover the cost of all items contemplated by the Contract.

The competency and responsibility of bidders and of their proposed subcontractors will be considered in making the award. The Owner does not obligate himself to accept the lowest or any other bid.

Provision will be made in the Agreement for payments on account in the following words: (Insert the provision).

Any Bulletins issued during the time of bidding are to be covered in the proposal and in closing a contract they will become a part thereof.

FORM OF PROPOSAL.

(The Proposal should be dated and addressed to the Owner in care of the Architect.)

DEAR SIR:

Having carefully examined the Instructions to Bidders, the General Conditions of the Contract and Specifications entitled

(Here insert the caption descriptive of the work as used therein.)

and the Drawings, similarly entitled, numbered..... as well as the premises and the conditions affecting the work, the Undersigned proposes to furnish all materials and labor called for by them for.....

(Here insert, in case all the work therein described is to be covered by one contract "the entire work." In case of a partial contract insert name of the trade or trades to be covered and the numbers of the pages of the Specifications on which the work is described.)

in accordance with the said documents for the sum of Dollars (\$.....) and to execute a contract for the above work, for the above stated compensation in the form of the Standard Agreement of the American Institute of Architects, provided that he be notified of the acceptance of this proposal within days of the time set for the submission of bids.

Very truly yours,

SUGGESTIONS TO ARCHITECTS USING THE ABOVE FORM OF PROPOSAL.

The above form includes only such statements as will probably be required in any Proposal. Additions will usually have to be made to it. Suggestions suited to certain conditions are offered in the following notes.

If the Bidder is to name the time required for completing the work, insert such a clause as the following:

The Undersigned agrees, if awarded the Contract, to complete it within days.

If liquidated damages are to be required, insert the following:

And further agrees that, from the compensation otherwise to be paid, the Owner may retain as and for liquidated damages the sum ofdollars (\$.....) for each day thereafter, Sundays and holidays not included, that the work remains uncompleted.

If a bond is required, insert the following:

The Undersigned agrees, if awarded the Contract, to execute and deliver to the Architect within.....days after the signing of the Contract, a satisfactory bond in the form issued by the American Institute of Architects and in the sum ofextending from the time of signature.....months beyond the day on which the final certificate is issued and further agrees that if such bond be not required, he will deduct from the proposal price the sum of.....dollars (\$.....).

If a certified check is required, the following clause should be inserted:

The Undersigned further agrees that the certified check payable toOwner, accompanying this proposal is left in escrow with the Architect, that its amount is the measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to execute and deliver the above named Agreement and bond and that if the Undersigned defaults in executing that Agreement within.....days of written notification of the award of the contract to him or in furnishing the Bond withindays thereafter, then the check shall become the property of the Owner, but if this proposal is not accepted withindays of the time set for the submission of bids, or if the Undersigned executes and delivers said Contract and Bond, the check shall be returned to him on receipt thereof.

If alternative proposals are required, they should be set forth, as for example,

Should.....be substituted for..... the Undersigned agrees to deduct (or will require the addition of).....dollars (\$.....) from or to the proposed sum.

If unit prices are required as a part of the proposal, they should be set forth as, for example,

The Undersigned agrees that work added shall be computed at the following prices, and that work omitted shall be computed atper cent less than these prices:
Concrete foundations.....per cubic yard,
Rough brickwork.....per thousand,
Plastering.....per yard.

If the names of subcontractors whom the Contractor proposes to employ are required as a part of the Proposal this requirement should be set forth as, for example,

In case of obtaining the award the Undersigned will employ, subject to the Architect's approval, subcontractors in each of the several trades selected from the following list (one or more names must be inserted for each trade):

Excavation.....
Stone Masonry.....
Brickwork.....
etc., etc.



3 0112 077866439